

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

WILLIAM MEJIA, on behalf of
himself and those similarly
situated,

Plaintiffs,

v.

ALLIED AVIATION
SERVICES, INC., ABC CORPS.
1-10 (fictitious parties), and
JOHN/JANE DOES 1-10
(fictitious parties),

Defendant.

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Civil Action No. 2:24-cv-06684-
SRC-JBC

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DECLARATION OF JOSE FERNANDEZ

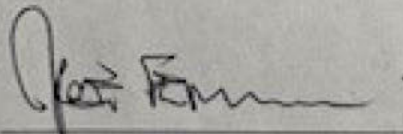
I, Jose Fernandez, hereby declare under penalty of perjury that the following is true and correct:

1. I am an adult resident of Florida. However, I lived in New Jersey while I worked for Defendant Allied Aviation Services. I make this Declaration based on my own personal knowledge and experience.
2. I worked as a Fueling Supervisor/Dispatcher for Defendant Allied Aviation Services (“Allied” or “Allied Aviation”) from approximately 2006 until 2022 at its facilities in and around Newark Liberty International Airport (“Newark Airport”) in New Jersey.
3. As part of my work for Allied Aviation, I was required to be on site inside Newark Airport, either working at a remote Allied Aviation office located in Terminal C, Gate 80 or outside on the tarmac supervising the fuelers. I was required to work before and after my scheduled 8-hour shifts without overtime pay.

4. I was required to start my work day at least 30 minutes before my scheduled shifts. During that time, I was required to report to Allied's main facility outside Newark Airport, pick up an Allied vehicle, receive my instructions for the day, and travel to Newark Airport to relieve the prior shift, also passing through Newark Airport's security checkpoint. All of this had to be completed before my scheduled shift time.
5. I was also required to work at least 30 minutes after my scheduled shift ended to leave Newark Airport grounds, return to Allied's main facility, and return Allied's vehicle.
6. Allied required me to work without a meal break. Therefore, my scheduled shifts typically totaled 40 hours per work week, and the administrative/travel time before and after my scheduled shifts each day caused my work week to exceed 40 hours.
7. Additionally, during times of inclement weather and related flight delays, Allied required me to stay past my scheduled shift times in order to complete job tickets.
8. Also, if a Fueling Supervisor/Dispatcher scheduled to work the subsequent shift called out sick, Allied Aviation would require the Fueling Supervisor/Dispatcher from the prior shift to continue working for another 8 hours (17 hours total in one day) without a meal break.
9. I never received overtime pay at the rate of 1.5 times my regular hourly rate.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 24 day of February, 2025



Jose Fernandez